

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-14-66000

HUD# 07-14-0527-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ALVIN V. JOHNSON

Maple Enterprises

108 Maple Street

Anamosa, Iowa 52205

MAPLE ENTERPRISES, LC

c/o Alvin V. Johnson

108 Maple Street

Anamosa, Iowa 52205

COMPLAINANT

ALESHIA CHAMBERS

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by demanding a \$650 non-refundable pet deposit for her son's emotional support animal. Complainant further alleged that a day after she paid the deposit, Respondent falsely accused her of having an unauthorized assistance animal and subsequently demanded that she move out but refused to refund the pet deposit, and this resulted in different terms, conditions or privileges of rental, and a denial of rental housing based on disability. Respondents own or manage the subject property, a townhouse duplex, located at 509 Linn Street, Anamosa, Iowa 52205.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA.

Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with

the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, national origin, religion, disability, or familial status.

42 U.S.C. 3604(b).

3. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

#### Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

8. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

#### Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

10. Respondent Alvin Johnson agrees he will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents' receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

## New Policy and Practice

11. For all residential rental properties owned and managed, now and in the future, Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq.

Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondent's said procedures with a copy of their reasonable accommodation policy and applicable forms.

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondent's rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

Respondent shall adopt a Reasonable Accommodation Policy for Persons with Disabilities in a form substantially equivalent to Attachment 1. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachment 2), or
- Oral requests for reasonable accommodations shall be recorded by Respondent's employees or agents using the "Request" form,

(Attachment 3)

- Approval or Denial of Reasonable Accommodation Request

(Attachment 4)

Respondent shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

#### Modified Dwelling Unit Agreement

12. Within thirty (30) days of the execution of this Settlement Agreement Respondents agree to add the following language to their Dwelling Unit Agreement's Term #26 Miscellaneous and will send a copy of the modified Agreement to the Commission:

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation (i.e. request for an assistance animal defined as: service animals, emotional support

animals, or companion animals). Please contact Alvin Johnson for a copy of the Reasonable Accommodation Policy and request forms.

#### Relief for Complainant

13. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to return Complainant's \$650 security deposit without any deductions (the "Settlement Check"). Respondents agree the check will be made out to Complainant and will be mailed to Natalie Burnham at the Iowa Civil Rights Commission at the address listed on Page One of this Agreement.

Respondents agree to release Complainant from the terms of her rental agreement effective June 21, 2014 and agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for the termination of the rental agreement prior to the August 31, 2014 expiration date. Respondents agree to waive any unpaid rent, fees, cleaning or damages owed by Complainant. Complainant agrees she will not pursue recovery of her security deposit in small claims court or in any other process or proceeding

#### Reporting and Record-Keeping

14. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

15. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission detailing Respondent's reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence that Respondent has adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 11 of this Agreement.

16. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a copy of their modified Dwelling Unit Agreement, as evidence of compliance with Term 12 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

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Alvin V. Johnson, RESPONDENT

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Date

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Maple Enterprises, LC, RESPONDENT

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Date

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Aleshia Chambers, COMPLAINANT

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Date



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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

## Attachment 1

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester	Date
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Apartment Manager	Date
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To be completed by Applicant's health care provider if the disability-related need for the assistance animal is not readily apparent to or already known by the Landlord

Does the Applicant have a physical or mental impairment that substantially limits one or more major life activities? Yes \_\_\_\_\_ No \_\_\_\_\_

Is an assistance animal required to work, provide assistance, perform tasks or services to relieve the Applicant's physical or mental impairment, or to provide emotional support that alleviates one or more of the identified symptoms or effects of the Applicant's existing physical or mental impairment? Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "yes" please explain what disability-related assistance or emotional support the assistance animal provides to alleviate one or more of the identified symptoms or effects of an existing disability. If the disability is not obvious, housing providers may request that a health care provider

verify the disability. Health care providers are not required to provide descriptive details about the disability or the specific diagnosis.

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Health Care Provider

Date

Business Address of Health Care Provider:

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

☐ Granted the request.

☐ Explained the request could not be evaluated until the following additional information is provided.

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Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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†To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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Apartment Manager	Date
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